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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Pool, et al.

Atty Docket: 0090-001 (2547/101)

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Examiner: Akers

Invention: Universal Shopping Center
for International Operation

Date: April 18, 2001

Commissioner for Patents
Washington, DC 20231

Technology Center 2100

APR 18 2001

Received

DECLARATION IN SUPPORT OF APPLICANTS' RESPONSE
[37 C.F.R. § 1.132]

Dear Sir:

In support of the accompanying response to the Office Action mailed January 19, 2001, in the above-reference matter, I hereby declare as follows:

1. My name is Ed Pool. I am one of the inventors of the subject matter that is the subject of the above-referenced patent application. I am an international trade specialist with more than 20 years experience in handling sales, logistics, and payment vehicles. From 1979 to 1984, I was a Sales Coordinator in Northern Europe, the Middle East, and Latin America for FMC Corporation, a Fortune 100 company, responsible for sales engineering and product specifications for the oil, nuclear, military and commercial construction industries, including tender preparation, shipping, logistics, and payment resolution. As the Sales Coordinator, I sold more than \$90 million of heavy machinery into Northern Europe, the Middle East, and Latin America. I also sold and delivered products using traditional international, EXIM bank, AID and FMS payment vehicles. From 1984 to 1994, I was President of INT Traders, Inc., where I managed international

import operations in the Pacific Rim and Eastern Block geo-political zones. These operations involved the sale of heavy machinery, as well as military electro-optical and consumer products. Since 1994, when I founded the predecessor company to my current company, I have been involved in the design and development of the international trade system disclosed in the present application, which I conceived prior to that date.

2. In addition, I have been an instructor for the U.S. Department of Commerce's Foreign Commercial Service, where I instructed Foreign Commercial Service trade specialists about commercial transactions in the area of international trade.

3. I have also been featured in articles related to international trade in various publications, including the Wall Street Journal, Business Week Online, Sydney Morning Herald, The Nihon Keizai Shimbun Shinbun, as well as featured on MSNBC.

4. I have reviewed the Office Action mailed January 19, 2001, and have considered the statements by the Examiner regarding the term "invoice," the phrase "commercial invoice," and the phrase "electronic title."

5. As in most subject areas, certain words or phrases in the area of international trade are "terms of art." In some cases, these words or phrases are similar to words or phrases used in domestic trade. However, these words or phrases have substantially different meanings when used in international trade, as compared to their use in domestic trade.

6. The Guide to Incoterms 1990, published by the International Chamber of Commerce, is a good example of various international trade "terms of art." For more than 75 years, Incoterms have been used worldwide as practical, cost-saving tools to smooth the international trade process. A copy of the Guide to Incoterms 1990 is being

filed herewith in an Information Disclosure Statement accompanying the response to the Office Action mailed January 19, 2001.

7. In preparing the specification, we used these words and phrases as terms of art. In other words, we used these words and phrases as the words and phrases are understood in the context of international trade and to those of us who practice in this field.

8. For example, while a "commercial invoice" serves as a bill for the goods from the seller to the buyer, it also serves as a document used by governments to control imports. As shown in Exhibit A, a typical commercial invoice provides information about the exporter, consignee, intermediate consignee, forwarding agent, bill of lading number, export references, etc. In contrast, an "invoice" used in domestic trade is nothing more than a bill for the goods from the seller to the buyer. The commercial invoice shown in Exhibit A is from the website of Unz & Company, Inc., a principal publisher in the area of international trade that has been in business since the 19th century. Other relevant pages from the website are filed herewith in an Information Disclosure Statement accompanying the response to the Office Action mailed January 19, 2001.

9. An international trade transaction is not a transaction for the faint of heart or the novice. This is because in international trade transactions, processes that are easily accomplished and enforced by "domestic" commercial laws tend to become major, if not impossible barriers, for most individuals and businesses. Moreover, processes that become critical within the guise of international transactions are non-existent in a domestic transaction.

10. For example, the purchase of a loaf of bread in the local grocery store does not require, nor come with, hard evidence of ownership, government/regulatory compliance, commercial invoices, currency conversions and complicated freight arrangements. However, hard evidence of ownership, government/regulatory compliance, commercial invoices, currency conversions and complicated freight arrangements are standard operating procedures in the world of global trade logistics and transactions.

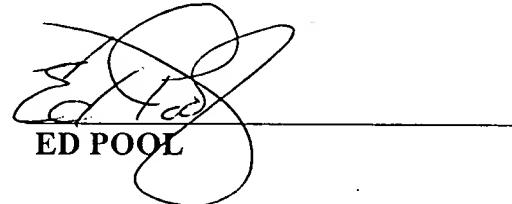
11. In addition, the ownership of goods in international transit varies in accordance with the terms of the sales agreement between the buyer and the seller. Thus, in an Ex Works transaction, the commercial invoice connotes ownership, but in a Cost, Insurance and Freight transaction, the commercial invoice, the transport document, the export license, and an insurance policy connote ownership.

12. Accordingly, in the area of international trade, ownership is not necessarily equated with a single "international trade" document. Rather, ownership varies in accordance with the international transaction. Thus, "electronic title" includes the commercial invoice, but is not limited to the commercial invoice. Accordingly, our use of the phrase "electronic title or commercial invoice" does not mean that the phrase "electronic title" is interchangeable with the phrase "commercial invoice."

13. I have also considered the statements of the Examiner regarding Schell's allusions to an EDI. The fact that a software product may support an EDI does not mean that the product has any utility in processing international trade transactions. A review of Schell shows that Schell provides no disclosure for the real-time processing of international trade transactions.

14. In addition, I have considered the statement of the Examiner regarding Cahn's use of an EDI to generate electronic "invoices." As discussed above, in the area of international trade, the phrase "commercial invoice" is a term of art. Thus, Cahn's electronic "invoice" used in connection with a financial application, which limits the term's context to a domestic application, is distinct from a "commercial invoice" used in an international transaction.

15. I hereby declare that all statements made herein are of my own knowledge and that all statements made on information and belief are true; and further that these statements are being made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.



ED POOL

Dated: April 18, 2001

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